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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CRESCENCIO VILLALOBOS,

Plaintiff,

v.

DOWNEY GRINDING CO.; LARRY
SEQUEIRA; DARLA SEQUEIRA,

Defendants.

Case No. 8:19-cv-00150 AG (ADSx)

DISCOVERY MATTER

STIPULATED PROTECTIVE ORDER

Complaint Filed: January 25, 2019
Trial Date: Not set

I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this

1 Stipulated Protective Order does not entitle them to file confidential information under
2 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
3 standards that will be applied when a party seeks permission from the Court to file
4 material under seal.

5 **II. GOOD CAUSE STATEMENT**

6 A. This action is likely to involve trade secrets, customer and pricing lists and
7 other valuable research, development, commercial, financial, technical and/or
8 proprietary information for which special protection from public disclosure and from
9 use for any purpose other than prosecution of this action is warranted. Such
10 confidential and proprietary materials and information consist of, among other things,
11 confidential business or financial information, information regarding confidential
12 business practices, or other confidential research, development, or commercial
13 information (including information implicating privacy rights of third parties),
14 information otherwise generally unavailable to the public, or which may be privileged
15 or otherwise protected from disclosure under state or federal statutes, court rules, case
16 decisions, or common law. Accordingly, to expedite the flow of information, to facilitate
17 the prompt resolution of disputes over confidentiality of discovery materials, to
18 adequately protect information the parties are entitled to keep confidential, to ensure
19 that the parties are permitted reasonable necessary uses of such material in preparation
20 for and in the conduct of trial, to address their handling at the end of the litigation, and
21 serve the ends of justice, a protective order for such information is justified in this
22 matter. It is the intent of the parties that information will not be designated as
23 confidential for tactical reasons and that nothing be so designated without a good faith
24 belief that it has been maintained in a confidential, non-public manner, and there is
25 good cause why it should not be part of the public record of this case.

1 **III. DEFINITIONS**

2 A. Action: The civil litigation styled as *Crescencio Villalobos v. Downey*
3 *Grinding Co., Inc., et al.*, Case No. 8-19-cv-00150-AG-ADS, venued in the United States
4 District Court for the Central District of California, Southern Division.

5 B. Challenging Party: A Party or Non-Party that challenges the designation
6 of information or items under this Order.

7 C. “CONFIDENTIAL” Information or Items: Information (regardless of how
8 it is generated, stored or maintained) or tangible things that qualify for protection under
9 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
10 Statement.

11 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 E. Designating Party: A Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

15 F. Disclosure or Discovery Material: All items or information, regardless of
16 the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 G. Expert: A person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
21 expert witness or as a consultant in this Action.

22 H. House Counsel: Attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.

25 I. Non-Party: Any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

2 J. Outside Counsel of Record: Attorneys who are not employees of a party
3 to this Action but are retained to represent or advise a party to this Action and have
4 appeared in this Action on behalf of that party or are affiliated with a law firm which
5 has appeared on behalf of that party, and includes support staff.

6 K. Party: Any party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Outside Counsel of Record (and their
8 support staffs).

9 L. Producing Party: A Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11 M. Professional Vendors: Persons or entities that provide litigation support
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
14 their employees and subcontractors.

15 N. Protected Material: Any Disclosure or Discovery Material that is
16 designated as "CONFIDENTIAL."

17 O. Receiving Party: A Party that receives Disclosure or Discovery Material
18 from a Producing Party.

19 **IV. SCOPE**

20 A. The protections conferred by this Stipulation and Order cover not only
21 Protected Material (as defined above), but also (1) any information copied or extracted
22 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
23 Protected Material; and (3) any testimony, conversations, or presentations by Parties
24 or their Counsel that might reveal Protected Material.

25 B. Any use of Protected Material at trial shall be governed by the orders of

1 the trial judge. This Order does not govern the use of Protected Material at trial.

2 **V. DURATION**

3 A. Even after final disposition of this litigation, the confidentiality
4 obligations imposed by this Order shall remain in effect until a Designating Party agrees
5 otherwise in writing or a court order otherwise directs. Final disposition shall be
6 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or
7 without prejudice; and (2) final judgment herein after the completion and exhaustion
8 of all appeals, rehearings, remands, trials, or reviews of this Action, including the time
9 limits for filing any motions or applications for extension of time pursuant to applicable
10 law.

11 **VI. DESIGNATING PROTECTED MATERIAL**

12 A. Exercise of Restraint and Care in Designating Material for Protection

13 1. Each Party or Non-Party that designates information or items for
14 protection under this Order must take care to limit any such designation to specific
15 material that qualifies under the appropriate standards. The Designating Party must
16 designate for protection only those parts of material, documents, items, or oral or
17 written communications that qualify so that other portions of the material, documents,
18 items, or communications for which protection is not warranted are not swept
19 unjustifiably within the ambit of this Order.

20 2. Mass, indiscriminate, or routinized designations are prohibited.
21 Designations that are shown to be clearly unjustified or that have been made for an
22 improper purpose (e.g., to unnecessarily encumber the case development process or to
23 impose unnecessary expenses and burdens on other parties) may expose the
24 Designating Party to sanctions.

25 3. If it comes to a Designating Party's attention that information or

1 items that it designated for protection do not qualify for protection, that Designating
2 Party must promptly notify all other Parties that it is withdrawing the inapplicable
3 designation.

4 B. Manner and Timing of Designations

5 1. Except as otherwise provided in this Order (*see, e.g.*, Section
6 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
7 that qualifies for protection under this Order must be clearly so designated before the
8 material is disclosed or produced.

9 2. Designation in conformity with this Order requires the following:

10 a. For information in documentary form (e.g., paper or
11 electronic documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains
14 protected material. If only a portion or portions of the material on a page qualifies for
15 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
16 by making appropriate markings in the margins).

17 b. A Party or Non-Party that makes original documents
18 available for inspection need not designate them for protection until after the inspecting
19 Party has indicated which documents it would like copied and produced. During the
20 inspection and before the designation, all of the material made available for inspection
21 shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the
22 documents it wants copied and produced, the Producing Party must determine which
23 documents, or portions thereof, qualify for protection under this Order. Then, before
24 producing the specified documents, the Producing Party must affix the
25 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing
2 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
3 markings in the margins).

4 c. For testimony given in depositions, that the Designating
5 Party identify the Disclosure or Discovery Material on the record, before the close of the
6 deposition all protected testimony.

7 d. For information produced in form other than document and
8 for any other tangible items, that the Producing Party affix in a prominent place on the
9 exterior of the container or containers in which the information is stored the legend
10 “CONFIDENTIAL.” If only a portion or portions of the information warrants
11 protection, the Producing Party, to the extent practicable, shall identify the protected
12 portion(s).

13 C. Inadvertent Failure to Designate

14 1. If timely corrected, an inadvertent failure to designate qualified
15 information or items does not, standing alone, waive the Designating Party’s right to
16 secure protection under this Order for such material. Upon timely correction of a
17 designation, the Receiving Party must make reasonable efforts to assure that the
18 material is treated in accordance with the provisions of this Order.

19 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 A. Timing of Challenges

21 1. Any party or Non-Party may challenge a designation of
22 confidentiality at any time that is consistent with the Court’s Scheduling Order.

23 B. Meet and Confer

24 1. The Challenging Party shall initiate the dispute resolution process
25 under Local Rule 37.1 et seq.

1 C. The burden of persuasion in any such challenge proceeding shall be on
2 the Designating Party. Frivolous challenges, and those made for an improper purpose
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
4 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
5 withdrawn the confidentiality designation, all parties shall continue to afford the
6 material in question the level of protection to which it is entitled under the Producing
7 Party's designation until the Court rules on the challenge.

8 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

9 A. Basic Principles

10 1. A Receiving Party may use Protected Material that is disclosed or
11 produced by another Party or by a Non-Party in connection with this Action only for
12 prosecuting, defending, or attempting to settle this Action. Such Protected Material
13 may be disclosed only to the categories of persons and under the conditions described
14 in this Order. When the Action has been terminated, a Receiving Party must comply
15 with the provisions of Section XIV below.

16 2. Protected Material must be stored and maintained by a Receiving
17 Party at a location and in a secure manner that ensures that access is limited to the
18 persons authorized under this Order.

19 B. Disclosure of "CONFIDENTIAL" Information or Items

20 1. Unless otherwise ordered by the Court or permitted in writing by
21 the Designating Party, a Receiving Party may disclose any information or item
22 designated "CONFIDENTIAL" only to:

23 a. The Receiving Party's Outside Counsel of Record in this
24 Action, as well as employees of said Outside Counsel of Record to whom it is reasonably
25 necessary to disclose the information for this Action;

1 b. The officers, directors, and employees (including House
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
3 Action;

4 c. Experts (as defined in this Order) of the Receiving Party to
5 whom disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 d. The Court and its personnel;

8 e. Court reporters and their staff;

9 f. Professional jury or trial consultants, mock jurors, and
10 Professional Vendors to whom disclosure is reasonably necessary or this Action and
11 who have signed the “Acknowledgment and Agreement to be Bound” attached as
12 Exhibit A hereto;

13 g. The author or recipient of a document containing the
14 information or a custodian or other person who otherwise possessed or knew the
15 information;

16 h. During their depositions, witnesses, and attorneys for
17 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the
18 deposing party requests that the witness sign the “Acknowledgment and Agreement to
19 Be Bound;” and (ii) they will not be permitted to keep any confidential information
20 unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise
21 agreed by the Designating Party or ordered by the Court. Pages of transcribed
22 deposition testimony or exhibits to depositions that reveal Protected Material may be
23 separately bound by the court reporter and may not be disclosed to anyone except as
24 permitted under this Stipulated Protective Order; and

25 i. Any mediator or settlement officer, and their supporting

1 personnel, mutually agreed upon by any of the parties engaged in settlement
2 discussions.

3 **IX. PROTECTED MATERIAL SUPOENAED OR ORDERED PRODUCED**
4 **IN OTHER LITIGATION**

5 A. If a Party is served with a subpoena or a court order issued in other
6 litigation that compels disclosure of any information or items designated in this Action
7 as “CONFIDENTIAL,” that Party must:

8 1. Promptly notify in writing the Designating Party. Such notification
9 shall include a copy of the subpoena or court order;

10 2. Promptly notify in writing the party who caused the subpoena or
11 order to issue in the other litigation that some or all of the material covered by the
12 subpoena or order is subject to this Protective Order. Such notification shall include a
13 copy of this Stipulated Protective Order; and

14 3. Cooperate with respect to all reasonable procedures sought to be
15 pursued by the Designating Party whose Protected Material may be affected.

16 B. If the Designating Party timely seeks a protective order, the Party served
17 with the subpoena or court order shall not produce any information designated in this
18 action as “CONFIDENTIAL” before a determination by the Court from which the
19 subpoena or order issued, unless the Party has obtained the Designating Party’s
20 permission. The Designating Party shall bear the burden and expense of seeking
21 protection in that court of its confidential material and nothing in these provisions
22 should be construed as authorizing or encouraging a Receiving Party in this Action to
23 disobey a lawful directive from another court.

**X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court

1 order to the contrary, the Non-Party shall bear the burden and expense of seeking
2 protection in this court of its Protected Material.

3 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
5 disclosed Protected Material to any person or in any circumstance not authorized under
6 this Stipulated Protective Order, the Receiving Party must immediately (1) notify in
7 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to
8 retrieve all unauthorized copies of the Protected Material, (3) inform the person or
9 persons to whom unauthorized disclosures were made of all the terms of this Order,
10 and (4) request such person or persons to execute the “Acknowledgment and
11 Agreement to be Bound” that is attached hereto as Exhibit A.

12 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
13 **PROTECTED MATERIAL**

14 A. When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other protection,
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
18 may be established in an e-discovery order that provides for production without prior
19 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
20 parties reach an agreement on the effect of disclosure of a communication or
21 information covered by the attorney-client privilege or work product protection, the
22 parties may incorporate their agreement in the Stipulated Protective Order submitted
23 to the Court.

24 **XIII. MISCELLANEOUS**

25 A. Right to Further Relief

1 1. Nothing in this Order abridges the right of any person to seek its
2 modification by the Court in the future.

3 B. Right to Assert Other Objections

4 1. By stipulating to the entry of this Protective Order, no Party waives
5 any right it otherwise would have to object to disclosing or producing any information
6 or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
7 Party waives any right to object on any ground to use in evidence of any of the material
8 covered by this Protective Order.

9 C. Filing Protected Material

10 1. A Party that seeks to file under seal any Protected Material must
11 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
12 pursuant to a court order authorizing the sealing of the specific Protected Material at
13 issue. If a Party's request to file Protected Material under seal is denied by the Court,
14 then the Receiving Party may file the information in the public record unless otherwise
15 instructed by the Court.

16 **XIV. FINAL DISPOSITION**

17 A. After the final disposition of this Action, as defined in Section V, within
18 sixty (60) days of a written request by the Designating Party, each Receiving Party must
19 return all Protected Material to the Producing Party or destroy such material. As used
20 in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
21 summaries, and any other format reproducing or capturing any of the Protected
22 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
23 must submit a written certification to the Producing Party (and, if not the same person
24 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
25 category, where appropriate) all the Protected Material that was returned or destroyed

1 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
2 compilations, summaries or any other format reproducing or capturing any of the
3 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
4 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
5 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
6 attorney work product, and consultant and expert work product, even if such materials
7 contain Protected Material. Any such archival copies that contain or constitute
8 Protected Material remain subject to this Protective Order as set forth in Section V.

9 B. Any violation of this Order may be punished by any and all appropriate
10 measures including, without limitation, contempt proceedings and/or monetary
11 sanctions.

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13 **BUTTERFIELD SCHECHTER LLP**

14 Dated: April 17, 2019

/s/Marc S. Schechter
MARC S. SCHECHTER
PAUL D. WOODARD
Attorneys for Plaintiffs
Downey Grinding Co., Larry Sequeira, and
Darla Sequeira

17 **HAYES PAWLENKO LLP**

18 Dated: April 17, 2019

/s/Kye D. Pawlenko
KYE D. PAWLENKO
MATTHEW B. HAYES
Attorneys for Plaintiff
Crescencio Villalobos
Attorney(s) for Defendant(s)

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23 Dated: April 18, 2019

/s/ Autumn D. Spaeth
HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issue
by the United States District Court for the Central District of California on [DATE] in
the case of _____ [insert formal name of the case and the
number and initials assigned to it by the Court]. I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity except
in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____